



**AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

SPECIAL ITEM NUMBERS (PRODUCTS/SERVICES)

Special Item No. 511210	Perpetual Software Licenses
Special Item No. 54151	Maintenance of Software as a Service
Special Item No. 518210C	Cloud and Cloud Related IT Professional Services
Special Item No. 54151S	Information Technology Professional Services

SPECIAL ITEM NUMBER 511210 - PERPETUAL SOFTWARE LICENSES

SIN 511210 meets the needs of federal, state, local, regional, tribal governments for commercial software, and software maintenance products. The legacy SINs (132-32 - term software, 132-33 - perpetual software) have been consolidated in the new GSA Multiple Award Schedule Solicitation (511210 - Software Licenses).

Term Licenses: The word "Term" is defined in this Solicitation as "a limited period of time." Term Software Licenses have a limited duration and are not owned in perpetuity. Unless Offerors provide an option for converting term licenses into perpetual licenses, users lose the right to use these licenses upon the end of the term period. This SIN is NOT:

Infrastructure as a Service (IaaS),
Platform as a Service (PaaS), or
Software as a Service (SaaS) as defined in SIN 518210C - Cloud and Cloud-Related IT Professional Services.
Term Software Licenses are distinct from Electronic Commerce and Subscription Services (SIN 54151ECOM).

Perpetual Licenses: The word "perpetual" is defined in this Solicitation as "continuing forever, everlasting, valid for all time."

Software maintenance products include the publishing of bug/defect fixes via patches, updates/upgrades in function and technology to maintain the operability, and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as:

discussion forums,
email/web-based general technical support for users' self-diagnostics,
FAQs (Frequently Asked Questions),
hosted chat rooms,
limited telephone,
online help libraries, and
user blogs.

The software maintenance products are billed at the time of purchase. Software maintenance as a product does NOT include the creation, design, carry out, integration, etc., of a software package that is considered software maintenance services under SIN 54151.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers
Application Software
Core Financial Management Software
Ancillary Financial Systems Software

Microcomputers



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Application Software
Core Financial Management Software
Ancillary Financial Systems Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

SPECIAL ITEM NUMBER 54151- SOFTWARE MAINTENANCE

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially.

Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

SPECIAL ITEM NUMBER 54151S - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.



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Contractor:

NEUBRAIN, LLC
2275 Research Blvd., Suite 500
Rockville, MD 20850
Tel: 301-296-4477
Fax: 301-560-8545
<http://www.neubrain.com>
e-mail: inquiries@neubrain.com

Contract Number: **GS-35F-0536S**

Period Covered by Contract: **July 18th, 2016 – July 17th, 2021**

General Services Administration
Federal Supply Service

Pricelist current through Modification # PS0034, dated January 16, 2020.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>



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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ The Geographic Scope of Contract will be overseas delivery only.
- ☒ The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

2275 Research Blvd., Suite 500
Rockville, MD 20850
Tel: 301-296-4477
Fax: 301-560-8545

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

Tel: 301-296-4477

3. LIABILITY FOR INJURY OR DAMAGE



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The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule Contract: **Schedule 70 – Information Technology**

Block 16: Data Universal Numbering System (DUNS) Number: **133847397**

Block 30: Type of Contractor: **Small Business**

Block 31: Woman-Owned Small Business: **Y**

Block 37: Contractor's Taxpayer Identification Number (TIN): **16-1675809**

4a. CAGE Code: **3GVN1**

4b. Contractor **has** registered with the System for Award Management (SAM) database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
511210	45 Days
54151	45 Days
518210C	As agreed upon by the Agency and the Contractor
54151S	As agreed upon by the Agency and the Contractor

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

c. i. SIN 132-54 and SIN 132-55, ACCELERATED SERVICE DELIVERY (7 calendar days or less): the time required for COMSATCOM services to be available after order award. Under Accelerated Service Task Orders, service acceptance testing, unless otherwise required by the satellite provider or host nation, shall be deferred until Ordering Activity operations permit.

ii. SIN 132-54 and SIN 132-55, TIME-CRITICAL DELIVERY (4 hours or less): the time required for COMSATCOM services to be available after order award. Under Time-Critical Task Orders, service acceptance testing unless otherwise required by the satellite provider or host nation shall be deferred until Ordering Activity operations permit. Time-Critical Delivery shall be predicated on the availability of COMSATCOM



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transponded capacity (contracted bandwidth and power, pre-arranged Host Nation Agreements, frequency clearance) or COMSATCOM subscription services (bandwidth, terminals, network resources, etc.).

iii. For SIN 132-54 and SIN 132-55, EXTENDED SERVICE DELIVERY TIMES: the time required under extenuating circumstances for COMSATCOM services to be available after order award. Such extenuating circumstances may include extended time required for host nation agreements or landing rights, or other time intensive service delivery requirements as defined in the individual requirement. Any such extended delivery times will be negotiated between the Ordering Activity and Contractor.

7. DISCOUNTS: Prices shown are NET Prices; basic discounts have been deducted.

- a. Prompt Payment: 0% - 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity –
SIN 511210: Specified in the pricelist on page 18
- c. Dollar Volume –
SIN 518210C: Specified in the pricelist on page 26
SIN 54151S: Volume discount on orders \$100k+, as specified in the pricelist on page 51

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

10. Small Requirements: The minimum dollar of orders to be issued is \$100.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number	511210 - Perpetual Software Licenses
Special Item Number	54151 - Maintenance of Software as a Service
Special Item No.	518210C Cloud and Cloud Related IT Professional Services
Special Item Number	54151S - Information Technology Professional Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

ordering activities acquiring products from this Schedule must comply with the provisions of the Federal



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Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub.L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.



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- (e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser. The Internet address is <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS



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NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if-

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

None

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and



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implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL):

<http://www.neubrain.com/government.html>

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:



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This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

- (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

Board software architecture is based on the "Service Oriented Architecture" (SOA) paradigm. In this architecture you can identify a "service provider" which is the Board Server program, and a set of different service consumers which are the client programs, namely the Board client, the MS-Office Add-in, the Web browser client, Mobile applications, or other web service consumer. Board's architecture is based entirely on open and innovative standards:

- Unicode compliant
- Bi-directional, read-write access to Cloud, ODBC, OLE-DB, ODBC, and ASCII compliant data sources.
- Integrated HTTP service with HTTPS secured data encryption
- Single Sign-on (SSO) and LDAP authentication
- BOARD supports user authentication via a federated identity
- BOARD fully supports Security Assertion Markup Language (SAML 2.0)
- Dynamic load balancing - adapts to internal scaling (hardware upgrades on the server), and external scaling (adding additional servers). Supports large numbers of simultaneous users, granting dynamic optimization of available resources.
- Microsoft Office® compatible export of screen reports and raw data
- Board Web Services. The Board server, conceived to be used as a Web Service, manages SOAP messages (usually formatted in XML) and returns XML data structures. The services supplied by the Board server can be used by other Web Services; by legacy systems; by Java, .NET and web applications; by company portals and by any application in general, in a simple and standardized way (W3C Standard). By providing these services, Board makes it possible to extend advanced Business Intelligence and Performance Management functions to the existing company application environment.



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- **Windows Presentation Foundation.** Windows Presentation Foundation (WPF) is a unified presentation system, which offers a latest-generation approach to the construction of Windows application interfaces. The advanced management of vector graphics, 3D, animations and multi-media content allows the creation of innovative front-ends, capable of revolutionizing the traditional user experience.
- **Windows Communication Foundation.** The Windows Communication Foundation is the unified programming model for building service-oriented applications on a Microsoft platform. The adoption of this standard makes it possible to build secure and reliable applications that guarantee full interoperability with different solutions and systems, through a standardized use of web services. The Board server, conceived to be used as a Web Service, manages SOAP messages (usually formatted in XML) and returns XML data structures. The services supplied by the Board server can be used by other Web Services; by legacy systems; by Java, .NET and web applications; by company portals and by any application in general, in a simple and standardized way (W3C Standard). By providing these services, Board makes it possible to extend advanced Business Intelligence and Performance Management functions to the existing company/organization application environment.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)



TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 54151) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

The Contractor warrants that:

it has been authorized by Software Manufacturer to offer the rights granted in this Agreement to the Customer; for a period of ninety (90) days from the date of delivery of the Software, the Software, when stored and used in accordance with the Software Documentation and in conjunction with properly maintained, fully operational and appropriate equipment, will materially conform to the performance set forth in the Software Documentation. The Contractor does not warrant that the Software will meet the Customer's requirements or that the operation of the Software will be uninterrupted or error-free.

The Customer shall report any warranty claims relating to the Software in writing to the Reseller promptly upon discovery but in no event fourteen (14) days after the expiration of the Warranty Period.

The Customer acknowledges and agrees that the foregoing warranties shall not apply if the Software: (i) is used by the Customer in a manner inconsistent with this Agreement; (ii) is altered or modified by the Customer or someone other than the Contractor or the Software Manufacturer without the prior written approval of the Contractor; or (iii) becomes defective due to any cause within the control of the Customer.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE RESELLER GRANTS NO WARRANTIES AND ALL WARRANTIES AND CONDITIONS RELATING TO THE SOFTWARE AND THE SOFTWARE DOCUMENTATION, WHETHER EXPRESS OR IMPLIED BY STATUTE, INCLUDING BUT NOT LIMITED TO IMPLIED CONDITIONS OF SATISFACTORY QUALITY, DESIGN, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMMON LAW OR OTHERWISE, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.

The Customer agrees and acknowledges that Customer's sole remedy in the case of a breach of the warranty shall be for Contractor to either, at Contractor's option, (a) repair or replace the defective Software so that it complies with the warranty or (b) refund the License Fee for the defective Software and terminate the applicable License.



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- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 1.301.296.4477 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00AM EST to 5:30 PM EST.

4. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined:

1. Software Maintenance as a Product (SIN 511210)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

2. Software Maintenance as a Service (SIN 54151)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.



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b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF MAINTENANCE (SIN 54151)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12-month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to _____% of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION

a. After a software product has been on a continuous term license for a period of _____* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be



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discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 54151, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS - (SIN 511210, AND SIN 54151)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.



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9. SOFTWARE CONVERSIONS - (SIN 511210)

Not currently available.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

Right-to-copy licenses are not offered commercially.



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NEUBRAIN GSA SCHEDULE BOARD SOFTWARE PRICE LIST (SIN: 511210)

SIN	MFR Part Number	Product Description	GSA Price
511210	B10-D-N	Board 10 DEVELOPER USER NAMED	\$9,975
511210	B10-PU-N	Board 10 POWER USER NAMED	\$4,987
511210	B10-LP-N	Board 10 LITE+ USER NAMED	\$1,814
511210	B10-L-N	Board 10 LITE USER NAMED	\$1,179
511210	B10-D-C	Board 10 DEVELOPER USER CONCURRENT	\$29,924
511210	B10-PU-C	Board 10 POWER USER CONCURRENT	\$14,962
511210	B10-LP-C	Board 10 LITE+ USER CONCURRENT	\$5,441
511210	B10-L-C	Board 10 LITE USER CONCURRENT	\$3,537
511210	B10-Value	Board 10 Volume Licenses - B10Value-up to 100 NAMED USERS OF ANY TYPE	\$113,350
511210	B10-Bronze	Board 10 Volume Licenses - B10Bronze- to 200 NAMED USERS OF ANY TYPE	\$158,690
511210	B10-Silver	Board 10 Volume Licenses - B10Silver-up to 300 NAMED USERS OF ANY TYPE	\$249,370
511210	B10-Gold	Board 10 Volume Licenses - B10Gold-up to 400 NAMED USERS OF ANY TYPE	\$317,380
511210	B10-Platinum	Board 10 Volume Licenses - G10Platinum-up to 500 NAMED USERS OF ANY TYPE	\$385,390
511210	B10-Enterprise	Board 10 Volume Licenses - G10Enterprise-up to 1000 NAMED USERS OF ANY TYPE	\$589,421
511210	B10-Office	Board 10 Office Add-in User	\$816
511210	B10-Mobile	Board 10 Mobile User	\$680
511210	B10-Beam	Board 10 Beam	\$9,068
511210	B10-Cluster	Board 10 Data Clustering	\$4,534
511210	B10-Predictive	Board 10 Predictive Analytics	\$4,534
511210	B10-PublicViewer250	Board 10 Public Viewer License for up to 250 concurrent viewers (Includes 1 Developer)	\$27,204
511210	B10-PublicViewer500	Board 10 Public Viewer License for up to 500 concurrent viewers (Includes 1 Developer)	\$45,340
132-32	B10-PublicViewer1000	Board 10 Public Viewer License for up to 1,000 concurrent viewers (Includes 1 Developer)	\$68,010
511210	B10-SAP-C20P	Board 10 SAP Connector (less than 20,000 points)	\$1,995
511210	B10-SAP-C50P	Board 10 SAP Connector (less than 50,000 points)	\$4,987
511210	B10-SAP-C50PPLUS	Board 10 SAP Connector (50,000 points+)	\$9,975
511210	B10-B-C	Board 10 Board Connector for Cloud Based Sources (up to 3 data sources)	\$2,267
511210	B10-Broadcast	Board 10 Broadcasting	\$4,353
511210	B10-Dev50	Board 10 Licenses for DEV Servers are 50% of PRD	\$0
511210	B10-OfficeAll	Board 10 Office Add-in for All - 20% of the license costs	\$0
511210	B10-MobileAll	Board 10 Mobile for All - 20% of the license costs	\$0



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Notes:

Software License Types

- **Named Users**, meaning that the BOARD Master only allows defining a number of user accounts equal to the number of purchased licenses.
- **Concurrent Users**, meaning that the BOARD Master counts the number of BOARD Client users that have logged on and allows only a certain number of users to work simultaneously. For example, a 10-concurrent-users license allows defining more than 30 user accounts (1:3 is a standard industry ratio for reporting and analysis) and installing the BOARD Client software on more than 30 PCs but only up to 10 users can work simultaneously. When the limit is reached, if an additional user attempts to log-on, he receives the message “Too many users” and must wait until one of the active users logs-off.

Software User Categories

Category	License Description
Developer	Enables the user to perform all BOARD functions (database, capsules).
Power User	Enables the user to perform all functions except access the Database area. It is possible to create/modify capsules, run data readers (but not create new data readers).
Lite+	Enables the user to view a capsule with the ability to perform data entry in reports, run procedures and data readers. User cannot create/modify a capsule or access the database definition.
Lite	Enables the user to work with capsules (predefined applications) in read-only mode (without data-entry). This license is designed for users who need to analyze data through predefined reports that are accessed through menus and buttons.



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NEUBRAIN GSA SCHEDULE BOARD SOFTWARE MAINTENANCE PRICE LIST (SIN: 54151)

SIN	MFR Part Number	Product Description	GSA Price
54151	B10-D-N/M	Board 10 DEVELOPER USER NAMED/ Maintenance	\$1,995
54151	B10-PU-N/M	Board 10 POWER USER NAMED/ Maintenance	\$997
54151	B10-LP-N/M	Board 10 LITE+ USER NAMED/ Maintenance	\$363
54151	B10-L-N/M	Board 10 LITE USER NAMED/ Maintenance	\$236
54151	B10-D-C/M	Board 10 DEVELOPER USER CONCURRENT/ Maintenance	\$5,985
54151	B10-PU-C/M	Board 10 POWER USER CONCURRENT/ Maintenance	\$2,992
54151	B10-LP-C/M	Board 10 LITE+ USER CONCURRENT/ Maintenance	\$1,088
54151	B10-L-C/M	Board 10 LITE USER CONCURRENT/ Maintenance	\$707
54151	B10-Value/M	Board 10 Volume Licenses - B10Value-up to 100 NAMED USERS OF ANY TYPE/ Maintenance	\$22,670
54151	B10-Bronze/M	Board 10 Volume Licenses - B10Bronze- to 200 NAMED USERS OF ANY TYPE/ Maintenance	\$31,738
54151	B10-Silver/M	Board 10 Volume Licenses - B10Silver-up to 300 NAMED USERS OF ANY TYPE/ Maintenance	\$49,874
54151	B10-Gold/M	Board 10 Volume Licenses - B10Gold-up to 400 NAMED USERS OF ANY TYPE/ Maintenance	\$63,476
54151	B10-Platinum/M	Board 10 Volume Licenses - G10Platinum-up to 500 NAMED USERS OF ANY TYPE/ Maintenance	\$77,078
54151	B10-Enterprise/M	Board 10 Volume Licenses - G10Enterprise-up to 1000 NAMED USERS OF ANY TYPE/ Maintenance	\$117,884
54151	B10-Office/M	Board 10 Office Add-in User/ Maintenance	\$163
54151	B10-Mobile/M	Board 10 Mobile User/ Maintenance	\$136
54151	B10-Beam/M	Board 10 Beam / Maintenance	\$1,814
54151	B10-Cluster/M	Board 10 Data Clustering/ Maintenance	\$907
54151	B10-Predictive/M	Board 10 Predictive Analytics/ Maintenance	\$907
54151	B10-PublicViewer250/M	Board 10 Public Viewer License for up to 250 concurrent viewers (Includes 1 Developer)/ Maintenance	\$5,441
54151	B10-PublicViewer500/M	Board 10 Public Viewer License for up to 500 concurrent viewers (Includes 1 Developer)/ Maintenance	\$9,068
54151	B10-PublicViewer1000/M	Board 10 Public Viewer License for up to 1,000 concurrent viewers (Includes 1 Developer)/ Maintenance	\$13,602
54151	B10-SAP-C20P/M	Board 10 SAP Connector (less than 20,000 points)/ Maintenance	\$399
54151	B10-SAP-C50P/M	Board 10 SAP Connector (less than 50,000 points)/ Maintenance	\$997
54151	B10-SAP-C50PPLUS/M	Board 10 SAP Connector (50,000 points+)/ Maintenance	\$1,995
54151	B10-B-C/M	Board 10 Board Connector for Cloud Based Sources (up to 3 data sources)/ Maintenance	\$453



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54151	B10-Broadcast/M	Board 10 Broadcasting/ Maintenance	\$871
54151	B10-Dev50/M	Board 10 Licenses for DEV Servers are 50% of PRD/ Maintenance	\$0
54151	B10-OfficeAll/M	Board 10 Office Add-in for All - 20% of the license costs/ Maintenance	\$0
54151	B10-MobileAll/M	Board 10 Mobile for All - 20% of the license costs/ Maintenance	\$0
54151	B7-D-N/M	Board 7 DEVELOPER USER NAMED/ MAINTENANCE	\$1,360
54151	B7-PU-N/M	Board 7 POWER USER NAMED/ MAINTENANCE	\$680
54151	B7-LP-N/M	Board 7 LITE+ USER NAMED/ MAINTENANCE	\$227
54151	B7-L-N/M	Board 7 LITE USER NAMED MAINTENANCE	\$79
54151	B7-D-C/M	Board 7 DEVELOPER USER CONCURRENT/ MAINTENANCE	\$2,267
54151	B7-PU-C/M	Board 7 POWER USER CONCURRENT/ MAINTENANCE	\$1,134
54151	B7-LP-C/M	Board 7 LITE+ USER CONCURRENT/ MAINTENANCE	\$567
54151	B7-L-C/M	Board 7 LITE USER CONCURRENT/ MAINTENANCE	\$227
54151	B7-E-0-5/M	Board 7 Engine USERS - 0 TO 5/ MAINTENANCE	\$2,267
54151	B7-E-6-25/M	Board 7 Engine USERS - 6 TO 25/ MAINTENANCE	\$3,401
54151	B7-E-26-50/M	Board 7 Engine USERS - 26 TO 50/ MAINTENANCE	\$4,534
54151	B7-E-51-100/M	Board 7 Engine USERS - 51 TO 100/ MAINTENANCE	\$6,801
54151	B7-E-101-250/M	Board 7 Engine USERS - 101 TO 250/ MAINTENANCE	\$9,068
54151	B7-E-251-500/M	Board 7 Engine USERS - 251 TO 500/ MAINTENANCE	\$11,335
54151	B7Value/M	Board Volume Licenses - B7Value-USERS - up to 250/ MAINTENANCE	\$28,338

BOARD Annual Subscription Fee/ Software Maintenance includes the following:

- Correction of errors
- Maintenance releases
- Product improvements & extensions
- Unlimited case logging (via web and telephone numbers designated by the contract)
- Phone Support is provided during office hours, 9:00 AM to 6:00 PM EDT. Most support calls; however, are managed through the web site support area.
- Acceptance of the question/support issue posted and feedback is given on the same day or at most 24 hours from its posting.
- Web Site Support area provides the following services:
 - Web support and case status tracking via web;
 - Knowledge-base: over 300 articles mostly of a technical nature but also includes tips, tricks and best practice advice. Guidance to users on how to use BOARD with respect to common BI/CPM matters, optimizations, and so on;
 - Download: this area is for downloading the software itself, the documentation in various languages and also examples, demos, common drivers and utilities;
 - Licensing: this section is used to activate your copy of the software;
 - Mailing lists: users can subscribe to different mailing lists so that they are automatically notified when a new release of the software is published or when new articles are posted on the knowledge-base.



TERMS AND CONDITIONS APPLICABLE TO CLOUD AND CLOUD RELATED IT PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 518210C)

1. SCOPE

The prices, terms and conditions stated under Special Item Number (SIN) 518210C Cloud Computing Services apply exclusively to Cloud Computing Services within the scope of this Information Technology Schedule. This SIN provides ordering activities with access to technical services that run in cloud environments and meet the NIST Definition of Cloud Computing Essential Characteristics. Services relating to or impinging on cloud that do not meet all NIST essential characteristics should be listed in other SINs.

The scope of this SIN is limited to cloud capabilities provided entirely as a service. Hardware, software and other artifacts supporting the physical construction of a private or other cloud are out of scope for this SIN. Currently, an Ordering Activity can procure the hardware and software needed to build on premise cloud functionality, through combining different services on other IT Schedule 70 SINs (e.g. 54151S).

Sub-categories in scope for this SIN are the three NIST Service Models: Software as a Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS). Offerors may optionally select a single sub-category that best fits a proposed cloud service offering. Only one sub-category may be selected per each proposed cloud service offering. Offerors may elect to submit multiple cloud service offerings, each with its own single sub-category. The selection of one of three sub-categories does not prevent Offerors from competing for orders under the other two sub-categories.

See service model guidance for advice on sub-category selection. Sub-category selection within this SIN is optional for any individual cloud service offering, and new cloud computing technologies that do not align with the aforementioned three sub-categories may be included without a sub-category selection so long as they comply with the essential characteristics of cloud computing as outlined by NIST.

See Table 1 for a representation of the scope and sub-categories.

SIN Description	Sub-Categories
<ul style="list-style-type: none">● Commercially available cloud computing services● Meets the National Institute for Standards and Technology (NIST) definition of Cloud Computing essential characteristics● Open to all deployment models (private, public, community or hybrid), vendors specify deployment models	<i>1. Software as a Service (SaaS): Consumer uses provider's applications on cloud infrastructure. Does not manage/control platform or infrastructure. Limited application level configuration may be available.</i>
	<p>2. Platform as a Service (PaaS): Consumer deploys applications onto cloud platform service using provider- supplied tools. Has control over deployed applications and some limited platform configuration but does not manage the platform or infrastructure.</p> <p>3. Infrastructure as a Service (IaaS): Consumer provisions computing resources. Has control over OS, storage, platform, deployed applications and some limited infrastructure configuration, but does not manage the infrastructure.</p>

2. DESCRIPTION OF CLOUD COMPUTING SERVICES AND PRICING

Neubrain, LLC has entered an agreement with Board Americas, Inc. to be the exclusive GSA Channel Partner for Board Cloud Business Intelligence (BI) and Corporate Performance Management (CPM) solution.



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Board provides a seamless solution for the support, control and management of core processes such as:

- Reporting and Business Analytics
- Budgeting, Planning & Forecasting
- Profitability Modeling and Optimization
- Simulation and What-if Analysis
- Scorecarding and Strategy Management
- Financial Consolidation

This configurable, secure solution is built for enterprise and is ideal for use by corporations, government agencies, academic institutions, and professional associations. Board achieved “Visionary” status in the Gartner Cloud Financial Planning & Analysis Solutions Magic Quadrant and Gartner Cloud Financial Close Solutions Magic Quadrant.

Backed by Microsoft Azure, Board Cloud gets your BI and CPM applications up and running faster while providing world-class security, reliability, scalability and performance. The cloud terms of service which Board receives from Microsoft Azure will be passed on to the GSA client.

Please watch <https://www.youtube.com/watch?v=y8aN-vLWqA>

And <https://www.board.com/en/cloud-or-premise>

Cloud Computing Services Adherence to Essential Cloud Characteristics

Board meets each of the five essential cloud computing characteristics as defined in National Institute of Standards and Technology (NIST) Special Publication 800-145 and subsequent versions of this publication.

Requirement	Mandatory?	Complete?
NIST Characteristic - On-Demand Self-Service: Provide a brief written description of how the cloud service proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how self-service technical capability is met	Yes	Yes
NIST Characteristic - Broad Network Access: Provide a brief written description of how the cloud service proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how network access is provided.	Yes	Yes
NIST Characteristic - Resource Pooling: Provide a brief written description of how the cloud service proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how resource pooling technical capability is met.	Yes	Yes
NIST Characteristic - Rapid Elasticity: Provide a brief written description of how the cloud service proposed satisfies this NIST Characteristic. Attest capability and briefly describe how rapid elasticity technical capability is met.	Yes	Yes
NIST Characteristic - Measured Service: Provide a brief written description of how the cloud service proposed satisfies this NIST Characteristic. Attest capability and briefly describe how measured service technical capability is met.	Yes	Yes
Service Model: Optionally select the most appropriate NIST service model that will be the designated sub-category, or may select no sub-category. Contractor may select a single NIST Service model to sub-categorize the service. Sub-category selection is optional but recommended. Subcategories are IaaS, PaaS, SaaS. Select one and provide a brief description of how service fits model, per guidance.	No	Yes
Deployment Model: Provide the most appropriate deployment model associated with each proposed cloud service. The Contractor shall select at least one deployment model (e.g. Private Cloud, Public Cloud, Community Cloud, Hybrid	Yes	Yes



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Requirement	Mandatory?	Complete?
Cloud) conforming to the definitions in The NIST Definition of Cloud Computing SP 800-145 page 3. Briefly describe how service meets each select model.		

On-Demand Self Service

Board meets the essential characteristic of on-demand self-service by providing server time and storage as needed by the user. No human interaction is required by the customer or Board.

Broad Network Access

Board is available over the Internet and accessed through standard mechanisms (https) that promote use by heterogeneous platforms including mobile phones, tablets, laptops, and workstations. At the client's request, Board can also be configured for restricted access via a Trusted Internet Connection.

Resource Pooling

Board resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to user demand. Board Cloud is deployed on Microsoft Azure data centers around the entire globe. The Microsoft partnership allows us to have Board Servers near to our customers' data centers, eliminating or reducing the impact of the latency problem that sometimes affects global roll-outs. The presence of data centers in all geographical areas also allows us to comply with various policies and regulatory requirements with regards to handling and storing personal or financial data.

Rapid Elasticity

Microsoft Azure contains capabilities that can be elastically provisioned and released in order to scale rapidly outward and inward in response to demand (quickly expanding or decreasing computer processing, memory, and storage resources to meet demands without worrying about capacity planning and engineering for peak usage).

NIST Characteristic - Measured Service

Microsoft Azure provides resource usage metering, monitoring and reporting for the following items:

- CPU utilization
- Memory utilization
- Memory used
- Memory available
- Network utilization
- Disk performance
- Disk Reads/Writes
- Disk Swap utilization
- Swap used
- Disk Space utilization
- Disk Space used
- Disk Space available

Board is billed to the customer on a per user basis. The customer is billed on a periodic basis (per SOW) for the number of users authorized to access Board.

Service Model

Board is providing Board as a **Software-as-a-Service (SaaS) model** where the application is running on the Microsoft Azure cloud infrastructure. The application is accessible from various client devices through a Board client, web browser or mobile application. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the exception of limited user specific application configuration settings.

3 Deployment Model

Board is currently deployed in a **public cloud**.



3.0 ENTERPRISE FEATURES AND PRICING

The #1 Decision-Making Platform

Transform your decision-making processes with unified reporting, analysis, planning, forecasting, and business modeling

In today's fast-paced, data-rich business environment, making fast, effective decisions requires perfect integration between interactive reporting, planning, forecasting, and advanced analytics - something which point solutions are unable to deliver.

Unifying Business Intelligence (BI), Predictive Analytics, and Enterprise Performance Management (EPM) functionality in a single platform, Board offers a unique approach to decision making, driving visibility and efficiency from strategy down to operational execution. Thanks to its drag-and-drop, no coding approach, Board enables the self-service creation and customization of analytical and planning solutions which perfectly fit business needs across every department.

One platform, multiple capabilities



One platform, multiple capabilities



Analyze

Explore your data, run effective analysis, build interactive dashboards, and create impactful reports.

Combine business user self-service with enterprise-wide data governance.



Simulate

Conduct in-depth business modeling and scenario management.

Understand the impact of your decisions on your business' bottom line.



Plan

Unify different planning processes in a single environment for a completely integrated business planning approach.

Infuse intelligence throughout the entire budgeting and planning cycle.



Predict

Embed advanced analytical and predictive capabilities into your company's processes.

Make it easier than ever for business users to produce powerful forecasts and insightful analyses to accelerate the decision-making process.



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SIN	MFR PART NO	PRODUCT DESCRIPTION SUMMARY	UOI	GSA NET PRICE
518210C	B10C-Platform	Board 10 Cloud Platform +1 Developer + MS Office for all (Month)	Unit/Month	\$1,360.13
518210C	B10C-D	Board 10 Cloud Developer (Month)	User/Month	\$453.38
518210C	B10C-PU	Board 10 Cloud Power User (Month)	User/Month	\$226.69
518210C	B10C-LP	Board 10 Cloud Lite+ (Month)	User/Month	\$136.01
518210C	B10C-L	Board 10 Cloud Lite (Month)	User/Month	\$90.68
518210C	B10C-M	Board 10 Cloud Mobile (Month)	User/Month	\$54.41
518210C	B10C-SAP-C	Board 10 Cloud SAP Connector (Month)	Unit/Month	\$453.38
518210C	B10C-C	Board 10 Cloud Connector (up to 3 data sources) (Month)	Unit/Month	\$272.03
518210C	B10C-BEAM	Board 10 Cloud BEAM (Predictive Analytics) (Month)	Unit/Month	\$1,813.50
518210C	B10C-Cluster	Board 10 Cloud Clustering (Month)	Unit/Month	\$1,360.13
518210C	B10C-Broadcast	Board 10 Cloud Broadcasting (up to 5,000 e-mail recipients) (Month)	Unit/Month	\$453.38
518210C	B10C-PViewer250	Board 10 Public Viewer License for up to 250 concurrent viewers + 1 Developer (Month)	Unit/Month	\$2,266.88
518210C	B10C-PublicViewer500	Board 10 Cloud Public Viewer License for up to 500 concurrent viewers + 1 Developer (Month)	Unit/Month	\$3,778.13
518210C	B10C-PublicViewer1000	Board 10 Cloud Public Viewer License for up to 1,000 concurrent viewers + 1 Developer (Month)	Unit/Month	\$5,667.19
518210C	B10C-SandboxS	Board 10 Cloud Sandbox Small (Includes 1 Developer, 1 Power User, 1 Lite +, 1 Lite and 1 Mobile) (Month)	Unit/Month	\$906.75
518210C	B10C-SandboxM	Board 10 Cloud Sandbox Medium (Includes 1 Developer, 1 Power User, 1 Lite +, 1 Lite and 1 Mobile) (Month)	Unit/Month	\$1,813.50
518210C	B10C-SandboxL	Board 10 Cloud Sandbox Large (Includes 1 Developer, 1 Power User, 1 Lite +, 1 Lite and 1 Mobile) (Month)	Unit/Month	\$1,964.63

Order Volume Discount

\$250,000-\$499,999	5%
\$500,000-\$699,999	10%
\$700,000-\$899,999	15%
\$900,000-\$999,999	20%
1 million+	25%

License Type	Description
Administrator	All BOARD functions are available with this license database, security, administration, front end design.
Power User	This license allows users to perform all functions except modify the Database and Administration area. It is possible to create/modify applications, report, slice and dice, drill down. It supports write-back / data entry. It is NOT possible to access or modify the database structure, add/delete an entity or a cube etc.



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Lite+	A Lite+ has write-back / data entry capability (typically used for Budgeting, Planning & Forecasting purposes.) One can navigate and interact with applications, reports using typical multidimensional analysis functions, such as drill-down, slice-and-dice, pivot etc. Users cannot create/modify or access the database definition.
Lite	This license is designed for users who need to visualize & analyze data. One can navigate and interact with applications, reports using typical multidimensional analysis functions, such as drill-down, slice-and-dice, pivot etc. This license does NOT support write back functionality (typically needed for Budgeting, Planning and Forecasting). Users cannot create/modify or access the database definition.
Office Add-in	This License provides access through Microsoft Office (Word, Power Point, and Excel) to the BOARD information. It also provides write-back through Excel. The Office Add-in must be purchased with one of the BOARD licenses above and not stand alone.
Mobile	The Mobile License will provide access through iPad and Windows Surface.
Sandbox	Any Parallel environment for Development, UAT or other requirements MUST have a parallel Sandbox. The Licenses purchased in the production environment can be mirrored onto the parallel Sandbox Environments; however, the users on the Sandbox MUST be the same Named Users as those users in Production Environment.
Broadcast	This allows the broadcasting of static reports to users.

ATTACHMENT A

Neubrain, LLC Rider to Product Specific License Terms and Conditions (for U.S. Government End Users)

1. Scope. This Rider and the attached BOARD Americas, Inc. (BOARD) ("Manufacturer") product specific license terms establish the terms and conditions enabling Neubrain, LLC ("Contractor") to provide Manufacturer's information technology products and services to Ordering Activities under Neubrain's GSA MAS IT 70 contract number GS-35F-0536S (the "Schedule Contract"). Installation and use of the information technology shall be in accordance with this Rider and Manufacturer Specific Terms attached hereto, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid delivery order placed pursuant to the Schedule Contract.

2. Applicability. Whereas GSA and Neubrain, LLC agreed at the time of Schedule Contract award upon a base set of terms and conditions applicable to all manufacturers and items represented on the Schedule Contract; and Whereas, the parties further agreed that all product specific license, warranty and software maintenance terms and conditions would be submitted at the time each new manufacturer was to be added to the Schedule Contract; Now, Therefore, the parties hereby agree that the product specific license, warranty and software maintenance terms set forth in Attachment A hereto (the "Manufacturer Specific Terms" or the "Attachment A Terms") are incorporated into the Schedule Contract, but only to the extent that they are consistent with federal law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341), the Contracts Disputes Act of 1978 (41 U.S.C. §§ 7101 et seq.), the Prompt Payment Act (31 U.S.C. §§ 3901 et. seq.), the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. § 15), DOJ's jurisdictional statute 28 U.S.C. § 516 (Conduct of Litigation Reserved to the Department of Justice (DOJ)), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent any Attachment A Terms are inconsistent with federal law (See, FAR 12.212(a)), such inconsistent terms shall be



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superseded, unenforceable and of no legal force or effect in all resultant orders under the Schedule Contract, including but not limited to the following provisions:

a) Contracting Parties. The GSA Customer ("Licensee") is the "Ordering Activity", defined as the entity authorized to order under GSA MAS contracts as set forth in GSA ORDER ADM 4800.2G (Feb 2011), as may be revised from time to time.

b) Changes to Work and Delays. Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 2000) (Deviation I – SEPT 2010), and 52.212-4(f) Excusable Delays (JUN 2010) regarding which the GSAR and the FAR provisions take precedence.

c) Contract Formation. Subject to FAR 1.601(a) and FAR 43.102, the GSA Customer Purchase Order must be signed by a duly warranted Contracting Officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

d) Termination. Clauses in the Manufacturer Specific Terms referencing termination or cancellation are superseded and not applicable to any GSA Customer order. Termination shall be governed by the FAR, the underlying GSA Schedule Contract and the terms in any applicable GSA Customer Purchase Orders. If the Contractor believes the GSA Customer to be in breach, it must file a claim with the Contracting Officer and continue to diligently pursue performance. In commercial item contracting under FAR 12.302(b), the FAR provisions dealing with disputes and continued performance cannot be changed by the Contracting Officer.

e) Choice of Law. Subject to the Contracts Disputes Act, the validity, interpretation and enforcement of this Rider shall be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by federal law, they will not apply to this Rider or the underlying Schedule Contract.

f) Equitable remedies. Equitable remedies are generally not awarded against the Government absent a statute providing therefore. In the absence of a direct citation to such a statute, all clauses in the Manufacturer Specific Terms referencing equitable remedies are superseded and not applicable to any GSA Customer order.

g) Unilateral Termination. Unilateral termination by the Contractor does not apply to a GSA Customer Purchase Order and all clauses in the Manufacturer Specific Terms referencing unilateral termination rights of the Manufacturer are hereby superseded.

h) Unreasonable Delay. Subject to FAR 52.212-4(f) Excusable delays, the Contractor shall be liable for default unless the nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.



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i) **Assignment.** All clauses regarding the Contractor's assignment are subject to FAR 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements (Sep. 2013). All clauses governing the Contractor's assignment in the Manufacturer Specific Terms are hereby superseded.

j) **Waiver of Jury Trial.** Waivers of Jury Trials are subject to FAR 52.233-1 Disputes (JULY 2002). The Government will not agree to waive any right that it may have under federal law. All clauses governing a waiver of jury trial in the Manufacturer Specific Terms are hereby superseded.

k) **Government Indemnities.** This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a

Government contract, and not when the clause is triggered. The Interim FAR Rule dated June 21, 2013 and the Office of Legal Counsel opinion dated March 12, 2012 prohibit such indemnifications. All Manufacturer Specific Terms referencing customer indemnities are hereby superseded.

l) **Contractor Indemnities.** All Manufacturer Specific Terms that violate DOJ's jurisdictional statute (28 U.S.C. § 516) by requiring that the Government give sole control over the litigation and/or settlement to the Contractor are hereby superseded. Nothing contained in the Manufacturer's Specific terms shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute.

m) **Renewals.** All Manufacturer Specific Terms that provide for automatic renewals violate the Anti-Deficiency Act and are hereby superseded. This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41

U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered.

n) **Future Fees or Penalties.** All Manufacturer Specific Terms that require the Government to pay any future fees, charges or penalties are hereby superseded unless specifically authorized by existing statutes, such as the Prompt Payment Act (31 U.S.C. § 3901 et seq.) or Equal Access To Justice Act (5 U.S.C. § 504; 28 U.S.C. § 2412).

o) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all applicable federal, state, local taxes and duties. Contractor shall state separately on its invoices, taxes excluded from the fees, and the GSA Customer agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to Contractor or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

p) **Third Party Terms.** When the end user is an instrumentality of the U.S., no license terms bind the GSA Customer unless included verbatim (not by reference) in the SaaS, and the SaaS is made an attachment to the underlying GSA Schedule Contract. All terms and conditions affecting the GSA Customer must be contained in a writing signed by a duly warranted Contracting Officer. Any third-party manufacturer shall be brought into the negotiation, or the components acquired separately under federally-compatible agreements, if any. All Manufacturer Specific Terms that incorporate third party terms by reference are hereby superseded.



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q) Dispute Resolution and Standing. Any disputes relating to the Manufacturer Specific Terms or to this Rider shall be resolved in accordance with the FAR, the underlying GSA Schedule Contract, any applicable GSA Customer Purchase Orders, and the Contract Disputes Act. The Ordering Activity expressly acknowledges that Neubrain, LLC as contractor, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.

r) Advertisements and Endorsements. Pursuant to GSAR 552.203-71, use of the name or logo of any U.S. Government entity is prohibited. All Manufacturer Specific Terms that allow the Contractor to use the name or logo of a Government entity are hereby superseded.

s) Public Access to Information. Neubrain, LLC agrees that the attached Manufacturer Specific Terms and this Rider contain no confidential or proprietary information and acknowledges the Rider shall be available to the public.

t) Confidentiality. Any provisions in the attached Manufacturer Specific Terms that require the Ordering Activity to keep certain information confidential are subject to the Freedom of Information Act (5 U.S.C. § 552), and any order by a United States Federal Court. When the end user is an instrumentality of the U.S. Government, neither this Rider, the Manufacturer's Specific Terms nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Rider, the Manufacturer's Specific Terms or the Schedule Contract to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bonafide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Rider, the Manufacturer's Specific Terms and the Schedule Contract.

u) Alternate Dispute Resolution. The GSA Customer cannot be forced to mediate or arbitrate. Arbitration requires prior guidance by the head of a Federal agency promulgated via administrative rulemaking according to 5 U.S.C. § 575(c). GSA has not issued any because it considers the Board of Contract Appeals to be an adequate, binding ADR alternative. All Manufacturer Specific Terms that allow the Contractor to choose arbitration, mediation or other forms of alternate dispute resolution are hereby superseded.

v) Ownership of Derivative Works. Provisions purporting to vest exclusive ownership of all derivative works in the licensor of the standard software on which such works may be based are superseded. Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the GSA Customer shall receive unlimited rights to use such derivative works at no further cost.

3. Order of Precedence/Conflict. To the extent there is a conflict between the terms of this Rider and the terms of the underlying Schedule Contract or a conflict between the terms of this Rider and the terms of an applicable GSA Customer Purchase Order, the terms of the GSA Schedule Contract or any specific, negotiated terms on the GSA Customer Purchase Order shall control over the terms of this Rider. Any capitalized terms used herein but not defined, shall have the meaning assigned to them in the underlying Schedule Contract.



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Attachment A - BOARD SaaS Agreement

This BOARD SaaS Agreement ("**Agreement**") is entered into as of this ____ day of _____, 20__ ("**Effective Date**") by and between BOARD Americas, Inc. ("**BOARD**"), a company with offices at 33 Broad Street, 2nd Floor, MA 02109 Boston, and the Ordering Activity under GSA Schedule contracts ("**Customer**" or "**Ordering Activity**"), an organization with offices at _____.

WHEREAS,

- (A) BOARD International SA has developed the Licensed Software (as defined below) and made the Licensed Software available to BOARD, in its quality of distributor of the Licensed Software via the internet;
- (B) The Customer wishes to use BOARD's Licensed Software (as defined below) in its business operations;
- (C) BOARD also carries out consulting activities and possesses a specific know-how in business intelligence and financial technology; therefore, BOARD is able to provide subsidiary consultancy services to the Licensed Software (as defined below); and
- (D) Customer and BOARD (the "**Parties**" and each, a "**Party**") desire to set forth the terms and conditions pursuant to which Customer may sublicense the Licensed Software, potentially also in connection with additional services (included but not limited to consultancy services) carried out by BOARD and subject to separate agreements.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Definitions and Interpretation.

"**Available**" or "**Availability**" shall mean, with respect to Licensed Software, that the Licensed Software can be accessed by Customer via a secure password protected site(s) hosted by BOARD, or its vendors, or its cloud services providers on virtual or cloud environments, on the world wide web except for: (i) Planned Maintenance Downtime; (ii) downtime caused by circumstances beyond BOARD's control, including the events of force majeure set out in Section 0; (iii) general Internet outages, failure of Customer's infrastructure or connectivity, computer and telecommunications failures and delays not within BOARD's control; and (iv) network intrusions or denial-of-service attacks.

"**Business Day**" a day other than a Saturday, Sunday or public holiday in the country in which Customer is situated when banks in the Capital City of the country in which Customer is situated are open for business.

"**Board Cloud**" means the Licensed Software provided by BOARD to the Customer through a cloud infrastructure.

"**Board Group**" means any entity which from time to time is directly or indirectly owned or Controlled by BOARD's parent company.

"**Confidential Information**" means any information whether oral, or written, of a private, secret, proprietary or confidential nature, concerning either Party or its business operations, that is either clearly labeled as such or should reasonably be understood to be confidential or proprietary, including without limitation: (a) business plans, marketing plans, financial data, employee data, technical information and know how, (b) the System, (c) Customer Data and Customer Work Product. Confidential Information will not include information that: (i) was rightfully in the public domain prior to receiving such information, or (ii) becomes publicly available without breach of this Agreement, or (iii) becomes known to the receiving Party after rightful disclosure from a third party not under an obligation of confidentiality.

"**Control**" means any of the following:

- (i) direct or indirect ownership of more than fifty per cent (50%) of the share capital or other ownership interest in any other Person;
- (ii) the right to exercise more than fifty per cent (50%) of the votes in any other entity; or



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- (iii) the contractual right to designate more than half of the members of such entity's board of directors or similar executive body.

"Customer Data" shall mean all proprietary information of Customer submitted to, stored within, or processed, in an encrypted manner, using the Licensed Software and/or anyhow inputted by the Customer, Named Users (as defined below) or BOARD on the Customer's behalf.

"Defect" means (i) a source code bug in the Licensed Software or (ii) a failure or malfunction in the System, in each case that produces an incorrect or unexpected result, or causes the Licensed Software to operate in unintended ways or causes the Licensed Software to operate in a manner substantially inconsistent with the Documentation.

"Documentation" shall mean the specifications, technical data and other information made available by BOARD to Customer online at www.board.com or any successor website.

License shall have the meaning set out in clause 2.1.

"Licensed Software" shall mean the Board Management Intelligence Toolkit specified in a valid, effective Order Form, and any Upgrades to such Licensed Software made available by BOARD to Customer under the Agreement. From commencement of this Agreement, the Licensed Software shall also include, and this Agreement shall apply to, any prior versions of the Licensed Software licensed by BOARD. This Agreement does not grant the Customer the right to any new releases, updates, revisions, modifications, additions, corrections and fixes of the Licensed Software unless provided by BOARD under Section 0 below.

"License Term" shall mean the periods of time during which Customer will have access to the System in order to use the Licensed Software, as set forth on the Order Forms executed and delivered pursuant to this Agreement from time to time.

"Named User" shall mean a distinct physical individual, authorized by Customer to access and use the Licensed Software with a unique username and password. Each Named User may not use more than one License and consequently a License may not be shared by multiple individuals on a single computer or used concurrently on different computers. Named User may be a Customer employee, consultant, contractor, service provider or agent.

"Order Form" shall mean an ordering document that has been (i) executed by Customer, representing the initial or a subsequent licensing of the particular Licensed Software set forth therein and (ii) accepted by BOARD, each in the form attached as Exhibit A hereto. Each Order Form shall constitute a separate agreement and shall incorporate therein all the terms and conditions of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any Order Form which have been expressly accepted by a duly authorized signatory of BOARD in writing, such terms of the Order Form will govern.

"Planned Maintenance Downtime" shall mean the time during which the Licensed Software is unavailable to the Customer for BOARD to perform maintenance and provide Upgrades.

"System" means all of BOARD's property and technology (including hardware, software, networks, methodologies, algorithms, products, processes, know-how, techniques, designs and other tangible or intangible property) that is used by BOARD in providing access to the Licensed Software.

"Support Portal" means the BOARD maintenance and support website available at <http://support.board.com/> or any successor website.

"Upgrade" means a revision to or modification of the Licensed Software. Such modifications or revisions may: (i) improve upon or repair existing features and operations within the Licensed Software, (ii) modify the Software to comply with applicable laws, regulations, industry standards or market practice or (iii) add enhanced functionality to the Licensed Software.

Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).

A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.



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A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.

A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.

A reference to writing or written includes faxes but not e-mail.

References to Sections and Exhibits are to the Sections and Exhibits of this Agreement.

Grant of Sub License.

Sub License Grant. Subject to the payment of the applicable sub license fees identified on each Order Form and to the terms, conditions and restrictions of this Agreement, BOARD hereby grants Customer a limited, personal, worldwide, non-exclusive, non-transferable (except in connection with a permitted assignment of this Agreement), non-sublicenseable right and license (the “**License**”) to permit Named Users to access and use the Licensed Software specified on each Order Form during the License Term set forth in such Order Form solely for the Customer’s internal business operations and without exceeding the maximum number of Named Users in respect of which the relevant fees have been paid from time to time.

Reservation of Rights. Except for the limited right to access the Licensed Software granted herein, no other right, title or interest in the intellectual property rights or technology of BOARD is granted and all such rights are hereby expressly reserved.

User Restrictions. The Customer shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement: attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Licensed Software and/or Documentation (as applicable) in any form or media or by any means; or attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Licensed Software; or access all or any part of the Licensed Software and Documentation in order to build a product or service which competes with the Licensed Software and/or the Documentation; or license, sub license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Licensed Software and/or Documentation available to any third party except the Named Users; use the Licensed Software in a manner other than as specifically permitted in this Agreement.

Third Party software and components. The Licensed Software may contain certain named third party software programs with different third party’s terms and conditions (“**Third Party Software**”). All Third Party Software is provided by the licensor of the Third Party Software and solely under such third party’s terms and conditions and not by BOARD. Nothing herein shall bind the Ordering Activity to any Third Party Software terms unless the terms are provided for review and agreed to in writing by all parties. Therefore, the obligations, duties and rights of BOARD and Customer under this Agreement do not apply to such Third Party Software. Additionally, BOARD has embedded certain run time or other elements provided by third party suppliers to BOARD (“**Third Party Components**”). Such Third Party Components may also be loaded on the Licensed Software media. Third Party Components are licensed to Customer pursuant to this Agreement. Customer may only access Third Party Components of the Licensed Software in the course of using the Licensed Software. Customer may not make or attempt any direct access to any such Third Party Components other than with the Licensed Software. The Third-Party Software is the property of its respective third party supplier to BOARD. Such third party suppliers own all copies of the Third-Party Software, however made. Customer agrees not to contest the ownership of the Third Party Components nor use any trademark or service mark belonging to such third party suppliers without the Third Party’s written permission. All limitations, restrictions and obligations applicable to the Licensed Software set forth in this Agreement shall apply to Customer’s use of the Third Party Components.

Cloud environments. Licensed Software may be accessed by Customer through Board Cloud environment. If so, Microsoft use rights and conditions apply to Microsoft products and/or online services and are conditions on Customer’s use of the Licensed Software. By accepting this Agreement and/or using the Licensed Software Customer agrees and accepts Microsoft terms and conditions as per Schedule 1 to this Agreement.

Customer only. The right provided under this Section 0 are granted to the Customer only and shall not be considered granted to any subsidiary or holding company of the Customer without the prior written consent of BOARD.



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Payment for Licensed Software.

Order Forms. From time to time during the term of this Agreement, BOARD and Customer may agree to add Licensed Software to this Agreement by agreeing an Order Form setting forth the Licensed Software to be licensed, the license fees payable with respect to such Licensed Software in accordance with the GSA Pricelist, the term during which access to such Licensed Software shall be provided to Customer and any other terms and conditions relating to such additional Licensed Software as the Parties may mutually agree upon.

Invoicing and Payment. License fees for the Licensed Software shall be invoiced and due and payable as set forth on the applicable Order Form. The invoice shall be issued by and paid to the BOARD entity which is local to the Customer and is set out on the Order Form. Except as set forth on the applicable Order Form, all license fees are payable annually. All fees shall be quoted and invoiced in the currency set forth in the applicable Order Form. In the event of any non-payment of invoices within thirty (30) days after receipt in accordance with the applicable Order Form and without prejudice to any other rights and remedies of BOARD, interest shall accrue as indicated by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315.

Fees. The fees for Customer's access to the Licensed Software are billed based on the maximum number of Named Users authorized to access the Licensed Software.

Additional Server Fees. Board Cloud standard provisioning will be underpinned by a single virtual server. In case of special architectural requirements required by the Customer such as clustering, geo-clustering or dedicated machines, the activation by Board of any additional virtual servers or customized features shall require the payment of additional fees, in accordance with the GSA Pricelist, to be provided in an Order Form.

Audit and License True-Up. Customer agrees to (i) implement a reasonable mechanism or process to ensure that Customer's use of Licensed Software does not exceed the number of licenses granted, (ii) take all necessary steps to destroy or erase Licensed Software codes, programs and other proprietary information before disposing of any media containing the Licensed Software, and (iii) promptly provide written notice to BOARD if Customer's usage exceeds the license granted. Upon BOARD's reasonable request, but not more frequently than annually without reasonable cause to believe Customer has exceeded its number of licenses granted, Customer shall furnish BOARD with a statement signed by a director and/or auditor, as required by BOARD, verifying the above and shall permit BOARD to audit the use of Licensed Software at such times. BOARD shall exercise its right to audit with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business and that is subject to Government security requirements. If BOARD determines that Customer has exceeded the number of Named Users or other license terms set forth in the applicable Order Form, BOARD shall notify Customer. Customer shall, within thirty (30) days of such notification and receipt of invoice for the additional license fees sufficient to cover the unauthorized use revealed by the audit, regain compliance, including, as applicable and without prejudice to BOARD's other rights, by paying additional fees for any additional Named Users accessing the Licensed Software at the pricing set forth in the applicable Order Form. Further, if such usage exceeds the license granted by more than five percent (5%), Customer shall also reimburse BOARD for the reasonable cost of such audit in addition to other amounts due.

Reserved.

Tax. Board shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

Provision and Use of Licensed Software.

Availability. During any calendar year, the production instances of the Licensed Software shall be Available 99.8% of the time. In the event that BOARD fails to maintain the foregoing availability of the Licensed Software and provided that Customer is currently running on a supported version of the Licensed Software, Customer's sole and exclusive remedy shall be to request a service credit equal to 2% of the monthly fees paid in such calendar year if the Availability is between 99.7% and 99%; or a service credit equal to 4% of the monthly fees paid in such calendar year if the Availability is less than 99%. Customer acknowledges and agrees that the terms of this Section 0 relating to service credits constitute a genuine pre-estimate of the



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loss or damage that Customer might suffer as a result of BOARD's delivery failure and are not intended to operate as a penalty for BOARD's non-performance.

Service Credits and Extensions. Customer must request all service credits or extensions in writing to BOARD within thirty (30) days of the failure, identifying the relevant technical support request relating to the failure. BOARD will issue a credit memo acknowledging the credit or extension within thirty (30) days of Customer's request.

Upgrades.

Cost; Application. Upgrades are provided to Customer at no additional fee, including all Documentation describing the purpose and function of the Upgrades. Upgrades shall be applied to the Licensed Software by BOARD as such Upgrades are developed and released to BOARD's general user base. BOARD reserves the right to determine how and when to develop and apply any Upgrades. Upgrades shall not degrade the performance, functioning or operation of the Licensed Software. BOARD retains the sole and exclusive discretion to provide new functionality as an Upgrade to existing Licensed Software or as separate, stand-alone software. Upgrades shall be implemented by BOARD within service windows communicated to the Customer with a reasonable notice period.

Unique Authentication. Access to and use of the Licensed Software as well as Customer Data shall be restricted to Customer's authorized Named Users only. Customer shall be responsible to ensure all Named Users maintain the security of any password, username, or other form of authentication involved in obtaining access to the Licensed Software. Usernames and passwords must be uniquely assigned to a specific individual and may not be shared by multiple individuals at any one time or transferred. Customer shall maintain a written, up to date list of current Named Users and provide such list to BOARD within 5 Business Days of BOARD's written request at any time or times.

Datacenter and Security Requirements. BOARD agrees that it shall make the Licensed Software available to Customer using a data center in a manner consistent with the following requirements:

BOARD shall, or require its vendors and/or suppliers to, implement and maintain procedures to segregate Customer Data from BOARD's data and data belonging to BOARD's other customers.

BOARD shall, or require its vendors and/or suppliers to, establish and maintain appropriate environmental, safety and facility procedures, data security procedures and other safeguards designed to protect against the destruction, corruption, loss or alteration of the Licensed Software and any Customer Data, and to prevent unauthorized access, alteration or interference by third parties of the same.

BOARD shall monitor for any attempted unauthorized access to, or use or disclosure of, the Licensed Software or Customer Data and shall promptly take all necessary and appropriate action in the event any such attempt is discovered, promptly notifying Customer of any material or significant breach of security with respect to any such materials.

When software vulnerabilities are revealed and addressed by a vendor patch, BOARD will obtain the patch from the applicable vendor and apply it as it is tested and determined to be safe for installation to BOARD's customer base.

Customer Data

Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy, and quality of the Customer Data and the means by which Customer acquires the Customer Data, also in cases in which the Customer shall use the assistance of BOARD and/or Board International for the activities necessary to upload, process, consultation and extraction of the Customer Data.

The Licensed Software may contain features which may allow Customer to collect data from, control and/or monitor computers running the Licensed Software deployed by Licensee without notice to or knowledge by Named Users of the Licensed Software. Customer is solely responsible for, and assumes all liability with respect to, the collection of data with respect to Named Users of the Licensed Software including, without limitation, notifying such Named Users and complying with



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all data collection, privacy and other regulations, laws, industry standards and rights of others applicable to any such activity. Customer shall indemnify and hold BOARD harmless from and against any damages, claims, losses, settlements, attorneys' fees, legal fees and court costs and other expenses related to any such activities or any claims in connection therewith.

If BOARD processes any personal data on Customer's behalf when performing its obligations under this Agreement, the parties record their intention that Customer shall be the data controller and BOARD shall be a data processor and in any such case:

- Customer acknowledges and agrees that the personal data may be transferred to, stored and/or processed in any country in which BOARD or its affiliates or subcontractors maintain facilities, which may imply a transfer outside the EEA or the country where Customer and the Named Users are located in order to use the Licensed Software and for BOARD to perform its obligations under this Agreement. Customer appoints BOARD to perform any such transfer of Customer data to any such country and to store and process Customer data in order to provide Licensed Software. BOARD will abide by the requirements of European Economic Area and Swiss data protection law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland;
- Customer shall ensure that Customer is entitled to transfer the relevant personal data to BOARD so that BOARD may lawfully use, process, and transfer the personal data in accordance with this Agreement on Customer's behalf;
- Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation.

BOARD may access Customer Data only (i) with the prior written consent of the Customer, to respond to System or technical problems or (ii) at Customer's written request in accordance with Customer's written instructions, and (iii) for the purposes of hosting such Customer Data in connection with the provision of the Licensed Software to Customer and Customer's duly authorized Named Users.

Each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.

To the extent permitted by law, by entering into this Agreement, Customer hereby expressly consents to the use of Customer's name in BOARD customer lists, promotional and marketing materials and/or press releases.

RTO and RPO. BOARD grants that (i) the RTO (*Recovery Time Objective*) shall be of 6 hours; and (ii) the RPO (*Recovery Point Objective*) shall be of a minimum of 1 day and of a maximum of 7 days. Furthermore, the Customer retains the possibility to set through the System additional backup modalities for its own Customer Data including the possibility to autonomously download backups to Customer's storage devices.

Third Party Providers.

BOARD shall use third party providers for the development and maintenance of the Licensed Software, but in such case, BOARD will ensure that the same level of data security is guaranteed and that such providers will be subject to the same confidentiality obligations provided by this Agreement.

Customer acknowledges that the access and use of the Licensed Software may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. BOARD makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between Customer and the relevant third party, and not BOARD. BOARD recommends that Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. BOARD



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does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Licensed Software.

No Harmful Use. Customer shall not: (i) send, store or run software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (ii) interfere with or disrupt the integrity of the Licensed Software or the data contained therein; or (iii) upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (including the right of publicity and/or privacy) without first obtaining the permission of the owner of such rights. In addition, Customer may not access the System and the Licensed Software for purposes of monitoring availability, performance or for any other benchmarking or competitive purposes.

Customer Responsibilities. Customer is solely responsible for (i) monitoring and controlling the activity of each Named User, (ii) ensuring Named User compliance with this Agreement, (iii) ensuring that there is no unauthorized access to the Licensed Software and notifying BOARD promptly of any such access of which Customer becomes aware, (iv) ensuring that the use of the Licensed Software is in compliance with all applicable laws and regulations, (v) procuring and maintaining its network connections and telecommunications links from its systems to the BOARD's data centers/cloud provider, and all problems, conditions, delays, delivery failures and (vi) all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet. Customer shall be solely responsible and liable for the acts and omissions of each Named User on the System. The Customer shall comply with all applicable laws and regulations with respect to its activities under this Agreement and carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, BOARD may adjust any agreed timetable or delivery schedule as reasonably necessary.

Internal Business Use. Customer shall access and use the Licensed Software solely for its internal business purposes and shall not: (i) commercially exploit the Licensed Software by licensing, sub-licensing, selling, re-selling, renting, leasing, transferring, distributing, time sharing or making the Licensed Software available in the manner of a service bureau; (ii) create derivative works based on the Licensed Software; (iii) disassemble, reverse engineer or decompile the Licensed Software or any part thereof or permit others to do so; or (iv) access all or any part of the Licensed Software in order to build a product or service that competes with the Software.

High Risk Activities. The Licensed Software is not designed or intended for use in hazardous or critical environments requiring fail-safe performance or in any application in which the failure of the Software could lead to death, personal injury, or physical or property damage.

Related Services. Customer shall be responsible for obtaining and installing all proper hardware and support software (including operating systems) and for proper installation and implementation of and training concerning the Licensed Software.

Support.

During the term of the applicable Order Form, BOARD will provide support for the Licensed Software to Customer in accordance to BOARD standard support processes. BOARD may amend the support services policies and procedure in its sole and absolute discretion from time to time.

Online Documentation. Prior to submission of any support request, Customer is encouraged to consult the Documentation to determine if the support issue has been addressed.

Requesting Support. For all support requests for which a resolution is not found in the Documentation, Customer shall request support, and BOARD shall provide support services, in accordance with BOARD standard procedures.

Scope of Support. Support and maintenance provided by BOARD pursuant to this Agreement does not include the following or related services: implementation services, configuration services, integration services, custom software development, modifications to the Licensed Software, application support, training or assistance with administrative functions. BOARD does not provide any technical support other than the Licensed Software. The Customer may purchase enhanced support services separately at BOARD's then current rates.



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Board warrants that the Licensed Software will, for a period of sixty (60) days from the date commencement of this Agreement, perform substantially in accordance with Licensed Software written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, SECTION 0 AND SECTION 0 STATE CUSTOMER'S FULL AND EXCLUSIVE RIGHT AND REMEDY, AND BOARD'S ONLY OBLIGATION AND LIABILITY IN RESPECT OF, THE PERFORMANCE AND/OR AVAILABILITY OF THE LICENSED SOFTWARE, OR THEIR NON-PERFORMANCE AND NON-AVAILABILITY.

Confidentiality and Non-Use.

Non-Disclosure and Non-Use. Each Party agrees to hold the other Party's Confidential Information in strictest confidence in accordance with this Section 0 and not to use such Confidential Information except as necessary in order to perform the obligations under this Agreement. Both Parties shall preserve the confidentiality of such Confidential Information with at least the same degree of care that it protects its own most confidential business information, and such level of care shall be no less than reasonable. Without limiting the foregoing, neither Party shall sell, transfer, publish, disclose, display or otherwise make available to any third party the other Party's Confidential Information without the prior written consent of the other Party. Each Party may only disclose the Confidential Information of the other Party to advisors, employees or subcontractors who need to know (subject always to compliance with relevant data protection laws and regulations) such Confidential Information in order to perform the obligations under this Agreement who are bound by written obligations of confidentiality and non-disclosure at least as protective as those set forth herein.

Required Disclosure. In the event of a lawful court order or government regulation compelling disclosure of any Confidential Information subject to this Agreement, the receiving Party subject to such order or regulation shall provide the other Party with prompt written notice thereof, and shall reasonably cooperate with the other Party to seek confidential or other protective treatment of such information. Board recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

Disclosure Limitations. The Parties agree that they do not desire to receive any Confidential Information from the other Party that is not reasonably necessary or appropriate to the performance of this Agreement or that is not otherwise requested by the other Party. Each Party agrees to use reasonable efforts to avoid disclosures of Confidential Information to the other Party that are not reasonably necessary or appropriate to the performance of this Agreement, and which have not been requested by the other Party.

Survival. Each Party's confidentiality and non-use obligations shall remain in effect with respect to the Confidential Information of the other Party after the cessation or termination of this Agreement for a period of three (3) years.

Intellectual Property Rights.

System. The Licensed Software and System and their structure, organization and source code constitute valuable trade secrets of BOARD or the relevant third-party owners (as the case may be). BOARD will at all times have and retain sole and exclusive ownership of and all right, title, and interest in and to the System, Licensed Software, Documentation and all intellectual property rights therein. Customer acknowledges that all intellectual property rights in the Licensed Software, Upgrades and any maintenance releases belong and shall belong to BOARD or the relevant third-party owners (as the case may be), and the Customer shall have no rights in or to the Licensed Software other than the right to use it in accordance with the terms of this Agreement.

User Suggestions; Usage Data. BOARD shall have a royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right and license to use or incorporate into the System or Licensed Software any suggestions, enhancement requests, recommendations, new software ideas or other feedback provided by Customer or Named Users relating to the operation of the System or any existing or potential Licensed Software. Board acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71. BOARD collects information and data on how the Licensed Software is used by Customer and Named Users (such as, but



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not limited to, benchmarking data, usage patterns and roles) in order to improve the delivery of Licensed Software and for marketing and other purposes (collectively, “Usage Data”). BOARD shall be permitted to disclose such Usage Data in an anonymous and aggregated form at its discretion and without compensation to Customer or any Named User. All Usage Data shall be the sole property of BOARD.

Indemnification.

By BOARD. BOARD shall defend Customers against any third party suit, claim, action or demand (a “Claim”), and indemnify and hold Customer harmless from any final award of damages or settlement amount (including reasonable legal fees), alleging that the Licensed Software infringe any valid and issued patent, copyright, or trademark of a third party; arising in connection with any such Claim. If any portion of the Licensed Software become the subject of a Claim of infringement of any third party intellectual property rights, BOARD shall use commercially reasonable efforts to (a) obtain such licenses or (b) make such replacements or modifications to the Licensed Software, in each case as are necessary to permit Customer to continue use of the Licensed Software without infringement and in compliance with this Agreement. If BOARD is unable to achieve either of the foregoing within sixty (60) days (or such longer period as Customer may determine in good faith) after the holding of infringement or the entry of the injunction, as applicable, BOARD will refund to Customer the remaining portion of any pre-paid fees for the parts of the Licensed Software for which the use is legally prohibited. The foregoing indemnity obligations are conditioned on Customer: (i) notifying BOARD promptly in writing of any actual or threatened Claim, (ii) giving BOARD sole control of the defense thereof and any related settlement negotiations, and (iii) cooperating and, at BOARD’s request and expense, assisting in such defense. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

By Customer. Except as provided for in Section 0 above, and provided that indemnification by the Government is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures, Customer shall defend BOARD against any third party suit, claim, action or demand (a “Claim”), and indemnify and hold BOARD harmless from any final award of damages or settlement amount (including reasonable legal fees), resulting from or in connection with Customer’s use of the Licensed Software and BOARD’s services provided hereunder.

Limitations. BOARD shall have no obligation under Section 0 for any Claim which results from or arises in connection with: (i) any use of the Licensed Software in combination with third party software or third party hardware or other technology not provided by BOARD to the extent such infringement would not have occurred but for such combination; (ii) any use of the Licensed Software which exceeds the scope of the license granted to Customer; (iii) a modification of the Licensed Software by anyone other than BOARD; or (iv) use of the Licensed Software not in compliance with applicable laws. BOARD shall have no liability under this Section for increased damages for intentional or willful infringement by Customer (or any legal fees associated with such intentional or willful infringement) if the basis for the increased damages award, as determined by the court, is the result of the conduct, acts or omissions of Customer. SECTIONS 0 AND 0 STATE BOARD’S ENTIRE LIABILITY AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

Warranties.

Legal Power. Each Party represents and warrants to the other that it has the legal power and authority to enter into this Agreement.

Conformance Warranty. Without prejudice to the provisions of Section 0, and in accordance with article 5.4, BOARD represents and warrants to Customer that it will provide the Licensed Software in a manner consistent with general industry standards and that the Licensed Software shall perform substantially in conformance with all material requirements set forth in the applicable Documentation. In the event the Licensed Software fails to conform to the foregoing warranty, Customer must submit a request for support as set forth in Section 0 THE OBLIGATIONS OF BOARD AND REMEDIES OF CUSTOMER SET FORTH IN SECTION 0 SHALL BE BOARD’S SOLE AND EXCLUSIVE OBLIGATIONS AND CUSTOMER’S SOLE REMEDIES



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WITH RESPECT TO ANY NONCONFORMANCE WITH THE FOREGOING WARRANTY. Notwithstanding the foregoing, BOARD:

- a) does not warrant that the Documentation and/or the information obtained by the Customer through the Licensed Software will meet the Customer's requirements unless otherwise agreed in writing; and
- b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Licensed Software and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

Disclaimer of Warranties. EXCEPT AS PROVIDED IN THIS SECTION 0, BOARD MAKES NO REPRESENTATION WARRANTY OR CONDITION, EXPRESS, STATUTORY OR IMPLIED, AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, FITNESS FOR PURPOSE, AVAILABILITY OR ACCURACY OF THE SYSTEM, THE LICENSED SOFTWARE OR ANY RELATED PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT.

Limitation of Liability.

This Section 0 sets out the entire financial liability of BOARD (including any liability for the acts or omissions of its employees, suppliers, agents and sub-contractors) to Customer in respect of: any breach of this Agreement; any use made by Customer of the Licensed Software, the BOARD System or any part of them; and any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

Except as expressly and specifically provided in this Agreement: (i) Customer assumes sole responsibility for results obtained from the use of the Licensed Software by Customer, and for conclusions drawn from such use; (ii) BOARD shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to BOARD by Customer in connection with the Licensed Software, or any actions taken by BOARD at Customer's direction; and (iii) the Licensed Software, BOARD's services and Documentation are provided to the Customer on an "as is" basis.

Nothing in this Agreement excludes the liability of BOARD:

for death or personal injury caused by BOARD's negligence; or

for fraud or fraudulent misrepresentation; or

for any event for which a liability of BOARD can be determined by an applicable law provision.

SUBJECT TO SECTION 0 AND 0 IN NO EVENT SHALL BOARD'S TOTAL AGGREGATE LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, MISREPRESENTATION, RESTITUTION, WARRANTY OR OTHERWISE, EXCEED PURCHASE ORDER PRICE, THAT CORRESPONDS TO THE AMOUNT ACTUALLY PAID BY CUSTOMER.

IN NO EVENT SHALL BOARD HAVE ANY LIABILITY TO CUSTOMER FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, (WHETHER DIRECT OR INDIRECT), DEPLETION OF GOODWILL AND/OR SIMILAR LOSSES, LOSS OR CORRUPTION OF DATA OR INFORMATION, LOSS OF USE, OR PURE ECONOMIC LOSS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT, (INCLUDING FOR NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION, WARRANTY OR OTHERWISE, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

All references to "BOARD" in this Section 0 shall, for the purposes of this Section and Sections 0 and 0 only, be treated as including all employees, subcontractors and suppliers of BOARD and its affiliates, all of which shall have the benefit of the exclusions and limitations of liability set out in Sections 0, 0 and 0.

Term and Termination.

Term of Agreement. This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year ("Initial Term"). Thereafter, the Agreement will continue to be applied for another year provided



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that the Customer will negotiate and submit a new Order Form to BOARD. All Order Forms shall run coterminous with the term of this Agreement, unless otherwise set forth in the applicable Order Form.

Termination for Cause. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, BOARD shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

Effect of Termination. Upon expiration or termination of this Agreement for any reason:

Without prejudice to the Customer's rights pursuant to Article 11.3.2, all licenses and access to the Licensed Software granted under this Agreement shall immediately terminate;

All Customer Data shall remain the property of Customer. The Customer shall take all necessary measures in order to download from the System/Board Cloud, and following BOARD's operating instructions and guidelines, all Customer Data within fifteen (15) days starting from the termination date, unless otherwise agreed in writing with BOARD. After such fifteen (15) day period, BOARD shall have no obligation to maintain any Customer Data and, thereafter, BOARD shall have the right, unless legally prohibited, to remove and delete all Customer Data in its Systems/Board Cloud or otherwise in its possession or under its control;

Customer shall pay any sums accrued or payable to BOARD prior to the effective date of termination within thirty (30) days of receipt of invoice.

Data Privacy

- 12.1** In connection with this Agreement, BOARD may receive and collect data relating to the Customer, as well as to its employees, directors or executives including but not limited to business contact information: such personal data may be collected directly from the Customer or other interested parties or obtained indirectly through internal security systems or other means (hereinafter, "**Personal Data**"). The Customer hereby authorizes BOARD to process such data for purposes indicated and/or related to this Agreement. In particular, for the purposes mentioned above BOARD may transfer Personal Data to any country where an entity belonging to BOARD Group performs its activity from time to time. Personal Data may not be disclosed to third parties unless this is required or permitted by the Agreement or by the Customer's written consent.
- 12.2** For all of the operations mentioned above, BOARD declares and warrants that the Personal Data will be processed in full compliance with applicable privacy laws.
- 12.3** Customer declares and warrants that the Personal Data communicated to BOARD or processed by Customer through Licensed Software are handled by the Customer in full compliance with the applicable law.

General Provisions.

Assignment and Other Rights. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, BOARD:

(i) reserves the right to delegate or anyhow avail itself of a company belonging to the same Board Group for the performance of part or all its duties provided hereunder but provided that BOARD remains solely responsible for the performance of this Agreement to the Customer; and

(ii) Any attempt to Assign the rights or obligations hereunder will comply with FAR 42.12.

Any attempted assignment in breach of this Section shall be void. This Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f).



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Governing Law. This Agreement and all relations, disputes, claims and other matters arising hereunder (including non-contractual disputes or claims) shall be governed exclusively by, and construed exclusively in accordance with, the Federal laws of the United States of America.

Reserved.

Entire Agreement. This Agreement, together with the Exhibits hereto, with the underlying GSA Schedule Contract, Schedule Pricelist, and any Order Form executed hereunder, constitutes the entire agreement between the Parties regarding the subject matter of this Agreement, and supersedes all prior or contemporaneous oral or written agreements, representations and negotiations. In the event of any conflict between the terms of this Agreement and any Exhibit or Order Form, this Agreement shall govern. Any modification of this Agreement must be in writing and signed by an authorized representative of BOARD and Customer.

Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, its invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision. If any provision of this Agreement does not comply with any law, ordinance or regulation, such provision, to the extent possible, shall be interpreted in such a manner so as to comply with such law, ordinance or regulation, or, if such interpretation is not possible, it shall be struck and the Agreement construed in accordance with the remaining provisions of the Agreement.

Notices. Except as otherwise provided herein, all notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given upon: (1) personal delivery, (ii) the second Business Day after mailing, (iii) the second Business Day after sending by confirmed facsimile, or (iv) the first Business Day after sending by email; provided that facsimile and e-mail shall not be sufficient for notices of termination or an indemnifiable claim. Notices shall be sent to the Parties listed below:

If to Customer: To the address set forth on the applicable Order Form.

If to BOARD: To the address set forth on the applicable Order Form.

With a copy to:

Neubrain, LLC
Admin and Finance Office
2275 Research Blvd., Suite 500
Rockville, MD 20850
admin@neubrain.com

No Partnership. The Parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the Parties. Neither Party shall have any right or authority to assume or create any obligation of any kind expressed or implied in the name of or on behalf of the other Party.

Waiver. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

Counterparts; Facsimile. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart. Facsimile signatures shall be binding to the same extent as original signatures.

Variation. No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorized representatives).

[Customer]	BOARD
Signature _____	Signature _____



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Authorized on behalf of buyer by:

Name: _____

Title: _____

Signature: _____

Date: _____

Part Number	Description	UOI	Qty	Ext Price

Schedule 1
Microsoft Azure Terms and Conditions



TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 54151S)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed.



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Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS 2 COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I 2 OCT 2008) (DEVIATION I - FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.



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8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:



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(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING



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Commercial Job Title	Description
Information Architect	<p>Minimum/General Experience:</p> <ul style="list-style-type: none"> • Minimum of 6-9 years of overall professional experience • Experience with software applications being implemented • Knowledge of the subject matter area (software and capability) • Ability to communicate/translate functional requirements into configuration • Understanding of project management methodology to be utilized • Minimum of 6 years experience on large scale projects • Experience of similar scale roles and organizations • Ability to communicate at all levels of an organization and third parties • Ability to manage issues and direct teams • Ability to train users <p>Functional Responsibility:</p> <ul style="list-style-type: none"> • Provides technical/management leadership on major tasks, technology assignments, technical architectures, software components, and methodologies. Establishes goals and plans that meet project objectives. Has extensive domain and expert technical knowledge. Directs, controls, and architects activities/work products for a client, having overall responsibility for financial management, methods, quality, and staffing to ensure that technical requirements are met. Interactions involve client negotiations and interfacing with senior management. <p>Minimum Education:</p> <ul style="list-style-type: none"> • Bachelors degree in Business, Finance, Accounting, MIS or Operations Research
Sr. Software Engineer	<p>Minimum/General Experience:</p> <ul style="list-style-type: none"> • Minimum of 4-6 years of overall professional experience • Experience with software applications being implemented • Knowledge of the subject matter area (software and capability) • Experience of similar scale roles and organizations • Ability to communicate/translate functional requirements into configuration • Ability to communicate at all levels of an organization and third parties • Ability to manage issues and direct teams • Ability to train users <p>Functional Responsibility:</p> <ul style="list-style-type: none"> • Possesses and applies a comprehensive knowledge across key tasks and high impact assignments. Plans, leads, and delivers major technology assignments. Evaluates performance results and recommends major changes affecting short-term project growth and success. Functions as a technical expert across multiple project assignments. May supervise others. <p>Minimum Education:</p> <ul style="list-style-type: none"> • Bachelors degree in Business, Finance, Accounting, MIS or Operations Research
Software Engineer	<p>Minimum/General Experience:</p> <ul style="list-style-type: none"> • Minimum of 2-4 years of overall professional experience • Experience with software applications being implemented • Knowledge of the subject matter area (software and capability) • Experience of similar scale roles and organizations • Ability to communicate/translate functional requirements into configuration



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	<ul style="list-style-type: none">• Ability to communicate at all levels of an organization and third parties• Ability to manage issues• Ability to train users <p>Functional Responsibility:</p> <ul style="list-style-type: none">• Possesses and applies a comprehensive knowledge across key tasks and high impact assignments. Leads and delivers technology assignments. Evaluates performance results and recommends major changes affecting short-term project growth and success. Functions as a technical expert across multiple project assignments. <p>Minimum Education:</p> <ul style="list-style-type: none">• Bachelors degree in Business, Finance, Accounting, MIS or Operations Research
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NEUBRAIN GSA SCHEDULE IT PROFESSIONAL SERVICES PRICE LIST (SIN: 54151S)

				18-Jul-16 to 17-Jul-17	18-Jul-17 to 17-Jul-18	18-Jul-18 to 17-Jul-19	18-Jul-19 to 17-Jul-20	18-Jul-20 to 17-Jul-21
Total Delivery Order Amount	SIN	MFR'S PART NO.	DESCRIPTION	GSA Price	GSA Price	GSA Price	GSA Price	GSA Price
				\$/HR	\$/HR	\$/HR	\$/HR	\$/HR
\$1 - \$99,999	54151S	IA	Information Architect	\$222.00	\$226.00	\$230.06	\$234.21	\$238.42
\$100,000 +	54151S	IAD	Information Architect	\$219.00	\$222.94	\$226.95	\$231.04	\$235.20
\$1 - \$99,999	54151S	SSE	Senior Software Engineer	\$206.00	\$209.71	\$213.48	\$217.33	\$221.24
\$100,000 +	54151S	SSED	Senior Software Engineer	\$195.00	\$198.51	\$202.08	\$205.72	\$209.42
\$1 - \$99,999	54151S	SE	Software Engineer	\$183.00	\$186.29	\$189.65	\$193.06	\$196.54
\$100,000 +	54151S	SED	Software Engineer	\$174.00	\$177.13	\$180.32	\$183.57	\$186.87



**USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

(Name of Company) provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To ensure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact



**BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY
SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s)_____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity Date

Contractor Date



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BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be_____.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on_____or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;



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- (d) Model Number or National Stock Number (NSN);
 - (e) Purchase Order Number;
 - (f) Date of Purchase;
 - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.



BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers’ needs, or-
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.